



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
DNR80076

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 32 304-558-0492

RFQ COPY
 TYPE NAME/ADDRESS HERE

Vendor
 Jimmy A. Dunn Excavating Company
 PO Box 13515
 Sissonville, WV 25360

SHIP TO
 DIVISION OF NATURAL RESOURCES
 PROCUREMENT OFFICE
 CAPITOL COMPLEX
 BUILDING 3, ROOM 630
 CHARLESTON, WV
 25305 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/16/2006				

BID OPENING DATE: 12/19/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		890-65	\$109,656.00	\$109,656.00
<p>REQUEST FOR QUOTATION</p> <p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE WV DEPARTMENT OF NATURAL RESOURCES, PARKS & RECREATION DIVISION TO PROVIDE SEWAGE LIFT STATION REPLACEMENT.</p> <p>MANDATORY PRE-BID: A MANDATORY PRE-BID WILL BE HELD ON DECEMBER 7, 2006; 1:00 PM AT TWIN FALLS STATE PARK.</p> <p>ATTACHMENTS:</p> <ol style="list-style-type: none"> 1. GENERAL INFORMATION 2. INVITATION TO BID 3. BID FORM 4. ADDENDUM ACKNOWLEDGEMENT 5. AFFIDAVIT <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN XXXX CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM</p>						

SIGNATURE		TELEPHONE		DATE
		(304) 722-3246		12/19/06
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE		
President	55-0614723			

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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<p>WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR WYOMING COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jimmy A. Dunn</i>	TELEPHONE (304) 722-3246	DATE 12/19/06
TITLE President	FEIN 55-0614723	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p>						

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				<p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM</p>		

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<p>AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION AND THE STATE AUDITOR'S OFFICE. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 ✓ 12/13/06</p> <p>NO. 2 </p>						

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NO. 3						
NO. 4						
NO. 5						
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>.....<i>Jimmy A. Dunn</i>.....SIGNATURE Jimmy A. Dunn Excavating Company.....COMPANY December 19, 2006.....DATE</p> <p>REV. 11/96</p> <p style="text-align: center;">CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p>						

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<p>CONTRACTORS NAME: Jimmy A. Dunn Excavating Company.....</p> <p>CONTRACTORS LICENSE NO.: ..WV000709.....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION</p>						

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***** THIS IS THE END OF RFQ DNR80076 ***** TOTAL:						<u>\$109,656.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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There is no fee for the Project Manual.

Request for Quotations may be obtained by contacting:

Finance and Administration
Purchasing Division
2019 Washing St., East
P. O. Box 50130
Charleston, WV 25305
Telephone: 304-558-0492

A **mandatory** pre-bid conference will be held at Twin Falls State park onsite
ON DECEMBER 7, 2006 at 1:00 p.m. to discuss the project.
No bids will be considered from other than those present at the pre-bid
conference.

Sealed bids will be received until date noted on Request for Quotations.

The Bidder understands that to the extent allowed by the WV Code, the OWNER reserves the right to waive any informality or irregularity in any bid or bids, and to reject any and all bids in whole or in part; to reject a bid not accompanied by the required bid security or by other bidder that is in any way inconsistent with the requirements, terms, and conditions of the bidding documents; or to reject a bid that is in any way incomplete or irregular.

The bidder, if successful and awarded the Contract, agrees that all WORK is to be complete within 60 consecutive calendar days following receipt of the OWNER'S written Notice to Proceed. For each calendar day of delay in achieving completion, the CONTRACTOR shall be liable for, and shall pay the OWNER liquidate damages in the amount of \$100 per day.

Any WORK performed or any materials contracted for prior to the receipt of the OWNER'S written Notice to Proceed, shall be at the bidder's risk.

Upon receipt of the OWNER'S written notice of acceptance of this bid, the Bidder agrees that he shall execute and deliver the Contract along with insurance certificates as set forth in the bidding documents to the OWNER within ten (10) consecutive calendar days, or the Bidder shall forfeit the security deposited with this Bid.

INVITATION TO BID

**PROJECT: Twin Falls Resort State Park
Campground Sewage Lift Station Replacement
Wyoming County, West Virginia**

The West Virginia Division of Natural Resources, Parks and Recreation, requests bids for the campground sewage lift station replacement at Twin Falls Resort State Park, Wyoming County, West Virginia. This project includes:

Removing the existing sewage lift station and its controls;

Replacing the existing sewage lift station with a complete new installation including all necessary labor, materials and equipment;

Properly disposing of all materials removed from the site; and other work described in the Bidding Documents.

The Bidding Documents consist of the Request for Quotations and Project Manual. The Project Manual may be obtained by contacting:

Bradley S. Leslie, P.E.
WVDNR, Parks and Recreation
Planning, Engineering and Maintenance
Capitol Complex, Building 3, Room 722
1900 Kanawha Boulevard, East
Charleston, WV 25305
Telephone: 304-558-2775
Fax: 304-558-0077

There is no fee for the Project Manual.

Request for Quotations may be obtained by contacting:

Ron Price, Buyer Supervisor
Finance and Administration
Purchasing Division
2019 Washington Street, East
P. O. Box 50130
Charleston, WV 25305
Telephone: 304-558-0492

A **mandatory** pre-bid conference will be held at Twin Falls Resort State Park on site the _____ day of _____, 2006 at 1:00 p.m., to discuss the project. No bids will be considered from other than those present at the Pre-Bid Conference.

Sealed Bids will be received until date noted on Request for Quotations.

The Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a Bid not accompanied by the required Bid security or by other data required by the Bidding Documents; to reject any condition of the Bid by the Bidder that is in any way inconsistent with the requirements, terms, and conditions of the Bidding Documents; or to reject a Bid that is in any way incomplete or irregular.

The Bidder, if successful and awarded the Contract, agrees that all WORK is to be complete within 60 consecutive calendar days following receipt of the OWNER'S written Notice to Proceed. For each calendar day of delay in achieving completion, the CONTRACTOR shall be liable for, and shall pay the OWNER liquidated damages in the amount of \$100.00 per day.

Any WORK performed or any materials Contracted for prior to the receipt of the OWNER'S written Notice To Proceed, shall be at the Bidder's risk.

Upon receipt of the OWNER'S written notice of acceptance of this Bid, the Bidder agrees that he shall execute and deliver the Contract along with insurance certificates as set forth in the Bidding Documents to the OWNER within ten (10) consecutive calendar days, or the Bidder shall forfeit the security deposited with this Bid.

PROPOSAL OR BID

Jimmy A. Dunn Excavating Company

Name of Bidder

**PROJECT: Twin Falls Resort State Park
Campground Sewage Lift Station Replacement
Wyoming County, West Virginia**

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of WORK and also being familiar with the general conditions to Bidders, drawings and specifications, hereby propose to furnish all materials, equipment and labor to complete all WORK described in the Bidding Documents in a workmanlike manner.

The Bid shall include all the necessary materials, equipment and labor to complete all WORK as shown in the Bidding Documents prepared by the Division of Natural Resources, Parks and Recreation.

BASE BID DESCRIPTION: Materials, equipment and labor for campground sewage lift station replacement at Twin Falls Resort State Park.

BASE BID AMOUNT:

One hundred nine thousand six hundred fifty-six dollars and no cents.

(\$109,656.00)

(Total to be written in words and figures.)

In the event of a difference in written amount and the number amount, the written amount shall prevail.

The Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a Bid not accompanied by the required Bid security or by other data required by the Bidding Documents; to reject any condition of the Bid by the Bidder that is in any way inconsistent with the requirements, terms and conditions of the Bidding Documents; or to reject a Bid that is in any way incomplete or irregular.

The Bidder, if successful and awarded the CONTRACT, agrees that all WORK is to be completed within 60 consecutive calendar days following receipt of the OWNER'S written Notice to Proceed. For each calendar day of delay in achieving completion, the CONTRACTOR shall be liable for and shall pay the OWNER liquidated damages in the amount of \$100.00 per day. Allowances may be made for delays due to shortages of materials, subject to proof by documentation, and also for delays due to strikes and other delays beyond the control of the CONTRACTOR. All delays and any claim for extension of the Contract time must be properly documented in accordance with the Contract Documents.

Any WORK performed or any materials Contracted for prior to the receipt of the OWNER'S written Notice to Proceed shall be at the Bidder's risk.

Upon receipt of the OWNER'S written notice of acceptance of this Bid, the Bidder agrees that he shall execute and deliver the Contract along with insurance certificates as set forth in the Bidding Documents to the OWNER within ten (10) consecutive calendar days, or the Bidder shall forfeit the security deposited with this bid.

PROGRESS PAYMENTS

The CONTRACTOR will make current estimates, in writing, once each month on AIA Forms G702 and G703 on or before the date set by the OWNER at the time of starting WORK. The progress payments shall be a true estimate of the materials complete in place and the amount of WORK performed in accordance with the Contract during the preceding month and the value thereof figured at the Contract unit prices or based on the approved Schedule of Values. Should there be any doubt by the OWNER as to the integrity of any part of the completed WORK, the estimates for that portion will not be allowed until the cause for such doubt has been removed and the estimate modified by the CONTRACTOR accordingly. The CONTRACTOR shall submit evidence to document the extent of progress payments as required by the OWNER.

Progress payments will not be made when the total value of the WORK done since the last estimate amounts to less than Five Hundred Dollars (\$500.00). From the total of the amounts ascertained as payable, an amount equivalent to five percent (5%) will be deducted and retained by the OWNER until completion of the entire Contract is in an acceptable manner. The balance, less all previous payments, will then be certified for payment by the OWNER.

When the WORK under Contract has been completed and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.

AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING:

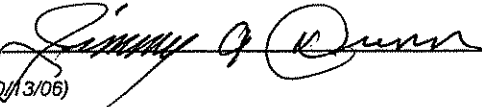
Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: Jimmy A. Dunn Excavating Company

Authorized Signature: 

Date: December 19, 2006

AGENCY Department of Natural Resources

RFO/RFP# DNR80076

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Jimmy A. Dunn Excavating Company
P. O. Box 13515, Sissonville, WV 25360, as Principal, and
Ohio Farmers Insurance Co. of One Park Circle, Westfield Center, OH 44251
a corporation organized and existing under the laws of the State of Ohio, with its principal office in the
City of Westfield Center, as Surety, are held and firmly bound unto The State of West Virginia, as Obligee,
in the penal sum of Five Percent of Bid (\$ 5%) for the payment of which, well and truly to be made,
we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing
Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter
into a contract in writing for
Twin Falls Resort State Park - Campground Sewage Lift Station Replacement
Wyoming County, West Virginia
NOW, THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or
proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in
all other respects perform the agreement created by the acceptance of said bid,

then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly
understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the
penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond
shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid;
and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are
corporations have caused their corporate seals to be affixed hereto and these presents to be signed by their proper
officers, this 19th day of December, 2006

Principal Corporate Seal

Jimmy A. Dunn Excavating Company
(Name of Principal)

By Jimmy A. Dunn
(Must be President or Vice President)

Title Pres

Surety Corporate Seal

Ohio Farmers Insurance Co.
(Name of Surety)

By [Signature]
Attorney-in-Fact

IMPORTANT -- Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals
must be affixed, a power of attorney must be attached, and a West Virginia resident agent must sign or countersign.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 09/20/04, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4752401 01

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint A. L. STANCHINA, C. DAVID THOMAS, RICHARD L. HIGGINBOTHAM, JANET CANTERBURY, ROSEANN B. DYE, BUNNIE MARIE PERRINE, JEFFERY O'DELL, JOINTLY OR SEVERALLY

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, undertakings, and recognizances; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed FIVE MILLION DOLLARS AND NO CENTS (\$5,000,000)----

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 20th day of SEPTEMBER A.D., 2004 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr. By: Richard L. Kinnaird, Jr., Senior Executive

State of Ohio County of Medina ss.:

On this 20th day of SEPTEMBER A.D., 2004, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



William J. Kahelin William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 19th day of December A.D., 2006



Frank A. Carrino Secretary Frank A. Carrino, Secretary